Tenderdocument(HebbalParking)

BANGALORE NORTH CITY CORPORATION

ZONE-2, HEBBAL DIVISION

REQUESTFORPROPOSALFOR

Collection of Parking Fees for the road –Tank bund Road, Taralabalu Road and Bhoopasandra Main Road.

:Officeofthe:
Office of Executive Engineer,
Hebbal Division, Bengaluru North City Corporation, Zone-2,
J.C Nagar Main Road,
Munireddypalya, Bangalore-560006.

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BENGALURU NORTH CITY CORPORATION

OFFICE OF THE EXECUTIVE ENGINEER, HEBBAL DIVISION, BNCC, ZONE-2
2nd Floor BNCC (Old BBMP) Building, Opp to Indira Canteen, JC Nagar Main Road, Munireddy Palya, Bengaluru-560006

No:BNCC-Z2/EE/HBL/TENDER/05/2025-26 Date:23-12-2025.

INVITATION FOR TENDER (IFT)
(Two Cover system)
(Short term- Tender Notification)
(Through Karnataka Procurement Public Portal only)

1. The Executive Engineer, Hebbala Division, Bangalore North City Corporation, Zone -2, Bengaluru on behalf of the Commissioner, BNCC invites tenders from eligible Contractors firm registered in Bengaluru North City Corporation or equivalent registration with Labour Department or any State Government Organizations for the **Collection of parking fees for Tank bund Road, Taralabalu Road and Bhoopasandra Main Road in Hebbal division** as detailed in the table below. The tenderers may submit tenders for Service given in the table through KPP Portal of the Government of Karnataka (viz https://kppp.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified as per RFP Documents the Instructions to Tenderers to qualify for award of the contract
2. Tender documents may be downloaded from the kppp portal of the Government of Karnataka from 26-12-2025
3. TendersmustbeaccompaniedbyEarnestMoneyDepositspecifiedfortheworkin thetablebelow.Earnestmoneydepositwillhavetobeinanyoneoftheformsas specifiedintheTenderdocumentandshallhavetobevalidfor**180**daysbeyond the validity of the tender.
4. Tendersmustbesubmittedonlinethroughkpppportalonorbefore**16.00 hours on 26-01-2026** and the opening of tenders will be as per e procurement portal guidelines
5. Other details can be seen in the tender documents.

Sl. No	Description	Minimum Reserve Annual License fee (in Rupees)	EMD (In Rupees)	Tender Fee	Period of Tender
1	**Collection of parking fees for Tank bund Road, Taralabalu Road and Bhoopasandra Main Road in Hebbal division.**	50,00,000	1,00,000/-	As per Kppp portal	3 Years +2 years of extension

Note:

1. A Pre-Bid Meeting will be held on **09-01-2026** at15:00hours(IST)at the office of the Chief Engineer-Zone-2, Bengaluru North City Corporation, 3rd Floor, Mini Vidhanasouda, NES Circle, Yalahanka New Town Bangalore-56006. The purpose of the meeting is to clarify issues and respond to any questions raised at this stage, as submitted in the "Pre-Bid Queries" format provided in Appendix B (Section 6) of this document
2. Technical Bids will be opened on the website https://kppp.karnataka.gov.inin the office of office of the Executive Engineer, Hebbal Division, Bengaluru North City Corporation, Zone-2 Banglore-560006 on **27-01-2026** at 16.30 hrs.
3. Aspiring Bidders/Contractors who have not registered in kppp should register before participating through the website https://kppp.karnataka.gov.in
4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.

5. The Service Provider will be selected under **Highest Bidder** Procedures prescribed in this RFP.
6. All the required information required for Bids must be filled and submit online.
7. For details, registration and e-payment visit GOK kppp website https://kppp.karnataka.gov.inor contact kppp Helpdesk at 080 – 22371090, 22373788.
8. This tender notice can also be seen on theGBAwebsitewww.bbmp.gov.in
6. All other conditions Remains same as per RFP
10. AddendumorCorrigendumoftheaboveworkwillbeupdatedonlyinKpppportal.

Sd/-
Executive Engineer
Hebbal Division, Zone-2
Bengaluru North City
Corporation

Copy Submitted to:

1. The Chief Commissioner, GBA, for kind information
2. The Commissioner, BNCC for kind information
3. Additional Commissioner (Projects/Finance)for kind information.
4. Special Commissioner(Projects/Finance)for kind information.
5. Joint Commissioner, BNCC Zone-2 for Kind information
6. Chief Engineer BNCC Zone-2 for Kind information
7. Super in tending Engineer BNCC Zone-2 for Kind information.
8. CAO/Chief Auditor for kind information.
9. I.TA dvisor with a request to publish in the GBA website.
10. All Executive Engineers of Bengaluru North City Corporation, with request to publish the same in the display/notice boards.
11. Assistant Revenue Officer(Advertisement)for information.
12. Accounts Superintendent/Cashier for information.
13. Public Relation Officer ,GBA with a request to take needful action to publish the same in any two leading daily news papers (in Kannada and English),
14. Notice Board.
15. Office Copy.

Executive Engineer
Hebbal Division, Zone-2
Bengaluru North City

Corporation

SECTION1LETTEROFINVITATION

DearSir/Madam,

Bengaluru North City Corporationisdesirousofobtainingservicesforthecollectionofparkingfees on**Tank Bund Road, Taralabalu Road and Bhoopasandra Main Road in Hebbal Division**.BNCCintendsto procure these services from reputed service providers with relevant experience in vehicle parking fee collection for government entities or government undertakings. The assignment will be awarded to a qualified contracting firm through the KPPP platform. Tender documents can be downloaded from the Government of Karnataka's KPPP portal: https://kppp.karnataka.gov.in.

TheBiddershallpaytheEMDamountasspecifiedinthetendernotificational ong with the technical bid.The EMD shall be paid through the KPPPPortal.The EMDofsuccessfulbidderswillberefundeduponsuccessfulandsatisfactoryco mpletion of the tender period. No interest shall be paid on the EMD amount deposited.

MoredetailsontheServicesareprovidedintheattachedTermsofReference.

1. TheRFPcanbeDownloadedbyalltheeligiblefirms
2. Nojointventuresorassociationsareallowed
3. TheServiceProviderwillbeselectedunder**HighestBidderProcedures** prescribedinthisRFP
4. TheRFPincludesthefollowingdocuments:
    - Section1-Letter ofInvitation
    - Section2-InformationtoServiceProviders
    - Section3-TechnicalProposal-StandardForms
    - Section4-FinancialProposal-StandardForms
    - Section5-TermsofReference
    - Section6-StandardFormofContract.

SECTION2.INFORMATIONTOSERVICEPROVIDERS

1. INTRODUCTION

1.1 BNCCinthe“DataSheet”willselectafirmamongthoselistedintheLetter ofInvitation,inaccordancewiththemethod of selection indicated in the Data Sheet.

1.2 The Service Providers are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. TheProposalwillbethe basis for contract negotiations and ultimately forasignedcontractwiththe selected Service Provider.

1.3 The Assi gnment shall be implemented in accordance with the phasing indicatedintheDataSheet.WhentheAssignmentincludesseveralphases, theperformanceoftheServiceProviderundereachphasemustbetothe BNCC satisfaction before work begins on the next phase.

1.4 TheServiceProvidersmustfamiliarizethemselveswithlocalconditions and takethemintoaccount in preparingtheir Proposals.Toobtainfirst-hand information on the Assignment and on the local conditions, Service Providers are encouraged to pay a visit to the BNCC before submitting a Proposal,andtoattendapre-proposalconferenceifoneisspecifiedinthe Data Sheet.

1.5 TheServiceProvidersnotethat(i)thecostsofpreparingtheproposalan d of negotiatingthe contract, including a visit to the BNCC, are not reimbursable as a direct cost of the Assignment; and (ii) the BNCCis not bound to accept anyoftheProposals submitted.

1.6 BNCC expects Service Providers to provide professional, objective and at all times holdtheBNCC interests without any consideration for future work, and strictly avoid conflicts with other assignments ortheirown corporateinterests.ServiceProvidersshallnotbehiredforanyassignm ent thatwouldbeinconflictwiththeirpriororcurrentobligations,orthatmay place them in a position of not being able to carry out the assignment in the best interest of the BNCC.

1.6.1 Without limitation on the generality of this rule,Service Providers shallnot be hired under the circumstances set forth below:

a) A firm which has been engaged by the BNCC to providegoods/ works/services for a project, and any of their affiliates, shall be disqualifiedfrom providing consulting services for the same project.Conversely,firms hired to

provide consulting services for thepreparationor implementation of a project, and any of their affiliates,shallbe disqualified from subsequently providing goods orworksorservicesrelated to the initial assignment (other than a continuation of the firm’searlier consulting services) for the same project.

b) Service Providers or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Service Providers.

1.7 It is BNCC's policy to require that Service Providers observe the highest standardofethicsduringtheexecutionofsuchcontracts.Inpursuanceof this policy, the BNCC:

(a) Defines,forthepurposesofthisprovision,thetermssetforthbelow as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practicesamongServiceProviders(priortooraftersubmission of proposals) designed to establish prices at artificial, noncompetitive levels and to depriveGOKofthebenefitsof free and open competition.

(b) will reject a proposal for award if it determines thatthe firm recommended for award has engagedin corrupt or fraudulent activitiesin competing for the contract in question.

(d) will declare a firm ineligible, either indefinitely orforastated periodof time, to beawarded GOK-financed contract if it at any timedeterminesthatthefirmhasengagedincorruptorfraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to requirethat, GOK / BNCC to inspect Service Provider'saccountsandrecordsrelatingtotheperformanceofthe contractandtohavethem audited byauditorsappointedbyGOK / BNCC.

1.8 ServiceProvidersshallnotbeunderadeclarationofineligibilityforcorrupt and fraudulent practices issuedby GOK / BNCCin accordance with the above sub para 1.7 (d).

1.9 ServiceProvidersshallbe aware of theprovisionsonfraud and corruption statedin the standard contract under the clauses

indicated in the Data Sheet.

1.10 AnAgent is a person employed to do any act for another, or to represent another in dealings with third person.

1.11 The tenderer is required to submit/upload a certificate confirming that theyhavereadandunderstoodtheaboveclauses,intheformatprescribed in Appendix F (Section 6).

2. CLARIFICATIONANDAMENDMENTOFRFPDOCUMENTS

2.1 ServiceProvidersmayrequestclarificationonanyitemintheRFPdocument up to the number of days specified in the Data Sheet prior to the Proposal submission deadline. Any such request must be submitted in writing—by paper mail, cable, telex, facsimile,or electronic mail—to the BNCCaddress indicated in the Data Sheet. BNCC will respond to these requests via cable, telex,facsimile,orelectronic mailandwillcirculate copiesoftheresponse (including a clarification of the query, without disclosing the source of the inquiry) to all invited Service Providers intending to submit proposals.

2.2 AtanytimepriortothesubmissionofProposals,BNCCmay,foranyreason—
eitheratitsowninitiativeorinresponsetoaclarificationrequestedbyan invited firm—modify the RFPdocuments through an amendment.Any such amendment shall be issued in writing via addenda.These addenda will be published online or sent byelectronic mailto all invited Service Providers and shall be binding on them. BNCC may, at its discretion, extend the deadline for the submission of Proposals.

2.3 APre-BidMeetingwillbeheldtoclarifyissuesandrespondtoanyquestions raised with respect to RFP, as submitted in the "Pre-Bid Queries" format provided in Appendix B (Section 6) of this document

3. SCOPEOFWORK

3.1 **Operational Hours:** The Licensee shall operate the on-street pay-and-park facility continuously for 24 hours a day, on all days including Saturdays, Sundays, and public holidays.

3.2 **TariffCompliance:**Parkingchargesshallbeleviedstrictlyinaccordance with the rates prescribed by BNCC under this agreement. The Licensee is prohibited from collecting any additional amounts, including taxes or surcharges, beyond the officially notified tariff inAppendix E (Section 6)

3.3 **Designated Parking Areas:** Vehicles shall be parked strictly

within demarcatedparkingspacesasperthelayoutplansprovidedintheAppendix

G.Noencroachmentsorunauthorizedusageofadjacentareasshallbe permitted, and would invite heavy penalties as outlined in the document

3.4 **Penalty Schedule:** In the event of non-compliance with the Scope of Work or any other conditions stipulated in this RFP, penalties shall be imposed in accordance with the penalty schedule provided in Penalty Schedule (H), Section 6.

3.5 The field infrastructure, including signage, physical assets, personnel and theirSOPs—shouldbeseamlesslyintegratedtodeliverthefollowingstep-by- step journey for the user:

(a) **Step1**:UsercheckssparkingavailabilityonVariableMessage Signboards (VMS) installed at the start and end of the road.
(b) **Step2**:Ifparkingisavailable,userenterstheroad.
(c) **Step3**:Userfindsanavailableparkingslotandparksthevehicle.
(d) **Step4**:Usercheckssparkingrates(perhouranddaypass)displa yed on boards installed every 150 meters.
(e) **Step5**:Basedonestimatedparkingduration,userselectseither perhour ticket(if≤5hours)or daypass(if>5 hours).
(f) **Step6**:WardenissuesaparkingticketusinghandheldPOSmachi ne,
systemcapturesandlogs:serialnumber,parkingslotnumber,p ay- and-park location, ward, name of authorized Licensee, date, vehicle number, vehicle type, time of entry, mode of payment, amount of payment, ticket data is synced in real time with the central system.
(g) **Step 7**: If user overstays initial ticket duration, POS detects overtime, alerts warden, warden pastes overtime sticker on vehicle, new ticket is issued for the extended duration.
(h) **Step8**:Attimeofexit,wardenmarkstheparkingslotasvacanton the POS, real-time update pushed to central system, VMS boards reflect updated availability.
(i) **Step9**:Allparkingactivitydata(occupancy,payments,violatio ns) is continuously pushed to the centralized digital system for monitoring, reporting, and audit.

3.6 **Site Setup and Maintenance Responsibilities:** The Licensee shall be responsible for setting up and maintaining the parking area at its own cost. This includes the provision of smart handheld devices, electrical connections, and other infrastructure necessary for smooth operations. All parking baysshallbe marked usingThermoplastic Paint, in accordance with the approved site plan. These requirements must be fulfilled prior to site possession.

3.7 **Issuance of Parking Tickets:** The Licensee shall issue parking tickets

exclusivelythroughHandheldPay&ParkElectronicDevices.Eachticketmust include a serial number, pay-and-park location, ward, name of the authorizedLicensee,date,vehiclenumber,vehicletype,modeandamount of payment,time ofentry.Aticketatthe time ofexit should alsobeissued

ifthecarhasbeenparkedforagreaternumberofhoursthantheticketwas takenforinitially.ABNCClogomustbeprintedontheticket.Thesedevices must automatically calculate the payable parking amount, and the cost of such devices shall be borne by the Licensee.

3.8 **Buffer Stock of Handheld Devices:** The Licensee shall maintain a buffer stock equivalent to at least 25% of the total number of handheld devices required for uninterrupted operation on any designated stretch, to ensure service continuity in case of device malfunction. Manual ticketingis strictly prohibited and any violation will attract penalties as specified in Penalty Schedule (H), Section 6.

3.9 **Data retention and transmission**:All transactional data generated through the handheld devices shall be made available to BNCCin real time for their perusal.Additionally,aconsolidatedmonthlyreportdetailingpicturesoft he site, occupancy, revenue collections and transaction summaries shall be submitted to the BNCCCommissioner Office.

3.10 **TicketFormatandInformationPlacement:**Paymentslipsissuedtov ehicle owners shall clearly mention the applicable parking charges. The schedule ofratesmustbeprintedinthecenterofthetickettopreventmutilationor omission.

3.11 **Digital and Cash Collection Protocol:** The Licensee shall provide cashless transactions options through UPI, credit card, debit card, and net banking. Cashcollections,ifany,mustberecordedthroughthehandhelddevicean d appropriately tagged. The handheld device must distinguish and separately report cash collections to the central system.

3.12 **Enforcement of Unauthorized Parking andTowing Charges:** If any vehicle is found parked within the area defined in the layout map (Appendix G, Section 6) but outside the earmarked parking slots, the Licensee shall be responsibleforinitiatingtowingofthevehicle.TheLicenseeshallbeentitl ed to collect towing charges of INR 650 for two-wheelers and INR 1,000 for three-wheelers and four-wheelers directly from the vehicle owner. Proper documentation and reporting of such incidents must be maintained and shared with BNCC.

3.13 **Non-PreferentialAccess:**Parkingshallbeallottedstrictlyona“FirstCome,

FirstServed”basis.TheLicenseeshallnotprovidepreferentialtreatment to any person or entity.

3.14 **ProhibitionofManualSlips:**Manualparkingslipsarestrictlyprohibite dand onlye-ticketsintheformatasoutlinedintheRFPshouldbeissuedvia

electronic handheld machines. Detection of manual slip issuance shall attract heavy penalties as outlined in the agreement and may result in contract termination.

3.15 **IlluminatedSignageBoards:**Illuminatedsignageboards(size3ftx2ft)must beinstalledbytheLicenseeatintervalsofevery150metersalongdesignated PAY & PARK stretches. The boards shall display the following in a clearly legible manner:

(a) Pay-and-parkavailability
(b) Approvedtariffrates
(c) SampleoftheE-ticketthatisissuedviahandheldmachinesand,
(d) GBAlogo
(e) Name,phonenumberandaddressoftheVendor

3.16 **Display of Parking Rates:** Approved parking tariffs must be prominently displayed at all entry and exit points and on signage boards throughout the facility. These boards shall be placed in well-lit areas to ensure visibility during all hours.

3.17 **CCTV Surveillance and Data Management:** The Licensee shall install and maintain a minimum of one CCTV camera every 100 meters to oversee the designatedparkinglocations.Eachsitemustbeequippedwiththenecessary computer infrastructure to store and manage video footage, which shall be madeavailabletoBNCCuponrequest.AbackupofallCCTVfootagemustbe retained for a minimum period of six months. Minimum camera specifications:4KFullHD(8MP)resolution,IP66orhigheringressprotection, and night vision capability.

3.18 **LiabilityforVehicleSafetyandDamages:**Thecontractingagencyshallbear full responsibility for any loss, theft, or damage to vehicles parked within the designated parking areas. BNCC shall not be held liable in any manner for such incidents.

3.19 **Integration with BNCCdigital platforms in future:** In the event BNCC developsordeploysacentralizeddigitalapplicationforcitizenconvenience, the Licensee shall ensure that all internet based handheld devices used for parking operations are integrated with such an application, as and when directed by BNCC.

3.20 **Deployment of Parking Personnel:** The Licensee shall, at its

own cost, deployadequateparkingpersonnelpershifttocatertothecitizentrafficat each pay-and-park location. All personnel must be equipped with valid identity cards and wear prescribed uniforms.

3.21 **Restriction on Subletting:** Subletting of the parking site, whether in full or inpart,isstrictlyprohibited.TheLicenseemustmanageoperationsdirectly through its own employees. Any detection of subletting shall render the license and contract liable for cancellation or termination, subject to prior approval from the competent authority.

3.22 **LiabilityandSiteDueDiligence:**TheLicenseeshallbesolelyresponsiblefor any claims by vehicle owners arising from loss or damage to their vehicles. BNCCshallbefullyindemnifiedagainstanysuchclaims.Biddersareadvised toconductanindependentsurveyofthesiteandreviewexistingoperations before submittingtheir bids. No claimscitinglackof understandingshallbe entertained, as the process is conducted transparently, and all information is in the public domain.

3.23 **Revision of Parking Tariff and License Fee Adjustment:** Notwithstanding anything contained herein, BNCC reserves the right to revise the parking tariffsatanytimeduringthecontractperiod.Intheeventofsucharevision, the monthly license fee payable by the Licensee shall be adjusted proportionately in line with the percentage increase or decrease in the approved parking rates.

3.24 CollectionofparkingfeesforvariousroadsintheHebbal Divisionisdesignatedto the Assistant Revenue Officer (Advertisement).

3.25 The contracting agency must ensure that no illegal or objectionable activities are permitted. This includes implementing scientific methods to regulate the entry and exit of vehicles. If any such activity or lapse occurs during the contract period, the contracting agency shall bear full responsibility. BNCC will not be held liable in any legal proceedings.

4. PREPARATIONOFPROPOSAL

4.1 Service Providers are requested to submit a Proposal written in the language(s) specified in the Data Sheet.

TechnicalProposal

4.2 In preparing the Technical Proposal, Service Providers are expected to examine the documents comprising this RFP indetail.Material deficiencies in providing the information requested may result in rejection of a Proposal.

4.3 While preparing the Technical Proposal, Service Providers must give particular attention to the following:

4.3.1 Only firms with the following minimum experience within the last five years will be considered for evaluation of the Technical Proposal.

4.3.2 The Service Provider must possess a valid Company/Firm Registration Certificate.

4.3.3 The Service Provider must possess a valid Registration Certificate from the Labour Department.

4.3.4 The Service Provider must possess valid ESI and PF Registration Certificates.

4.3.5 The Service Provider must have satisfactorily completed parking fee collection services amounting to at least **INR 25.00 lakhs**

4.3.6 As proof,a certificate duly signed by a Competent Authority of a rank not below Executive Engineer must be submitted along with the Technical Bid.

4.3.7 The Service Provider must have achieved a minimum financial turnover of **INR 100.00 lakhs** in at last two financial years between FY 2022–23 FY 2023-24 and FY 2024–25.

4.3.8 This must be supported by a certificate from a Chartered Accountant, submitted along with the Technical Proposal.

4.3.9 The Service Provider must demonstrate liquid assets and/or access to credit facilities of not less than **INR 15.00 lakhs**, supported by appropriate documentation credit lines letters of credit or certificates from banks.

4.4 Reports to be issued by the Service Providers as part of this assignment must be in both English and Kannada. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

4.5 The Technical Proposal should provide the following information

using the attached Standard Forms Section 3

4.5.1 A brief description of the service Provider’s organization and an outline of recent experience on assignments(Section3B)of a similar

nature.For each assignment,the out line should indicate,interalia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

4.5.2 Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client Section 3C.

4.5.3 A description of the methodology and SOP to be followed for collecting parking revenues Section 3D.

4.5.4 The list of the proposed staff team by their role,the tasks that would be assigned to each staff team member, and their timing Section 3E.

4.5.5 Financial turnover for the past three years to assess the bidder's financial capacity and determine compliance with the minimum technical requirements Section 3F.

4.5.6 Any additional information requested in the Data Sheet and signed forms as part of the appendix Section 6.

4.6 The Technical Proposal shall not include any financial information.

FinancialProposal

4.7 While preparing the Financial Proposal, Service Providers are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow the Standard Forms (Section 4) and must incorporate the costs and comply with the requirements specified in Section 4A.

4.8 Service Providers shall express the price of their services in Indian Rupees an in the format as mentioned in Section 4B.

4.9 The Data Sheet indicates how long the proposals must remain valid after the submission date (180 days from the date of submission). During this period, the Service Provider is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period.If the Client wishes to extend the validity period of the proposals,the Service Providers who do not agree have the right not to extend the validity of their proposals.

5. SUBMISSION,RECEIPT,ANDOPENINGOFPROPOSALS

5.1 Interested biddersshalllogin tohttps://kppp.karnataka.gov.inand follow theproceduresandguidelinegiventhereorcalltheKPPPhelpdesktoget themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

5.2 Downloadingoftenderdocuments,submissionofproposalallwillbe through Government of Karnataka KPPPwebsite https://kppp.karnataka.gov.inunderloginforServiceProviders. Service Providers must get themselves registered, acquainted and trained on the procedure of participating in KPPP portal.

5.3 **EMD**

5.3.1 TheTenderershallfurnish,aspartofhistender,EarnestMoney Deposit (EMD) as per described in tender notification

5.3.2 If the Tenderer withdraws the Tender after Tender Opening during thePeriod of Tender Validity;

5.3.3 IftheTendererdoesnotacceptttheCorrectionoftheTendered Price,pursuant to Clauses; or

5.3.4 Inthe caseofa successful Tenderer,ifthe Tendererfailswithinthe specified time limit to:

1. SigntheAgreement;or
2. FurnishtherequiredPerformanceSecurity.

5.4 TheoriginalProposalshall bepreparedasperRFPdocument.

5.5 An authorizedrepresentative ofthe Service Providerinitialsall pagesof the Proposal along with seal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

5.6 The Bidder shall submit the bids separately i.e., "Technical" and "Financial" electronically online in e-portal.

5.7 Tendererhasallthetimetomodifyandcorrectoruploadanyrelevant document in the portal before submission on e-portal.

5.8 The last date and time including hours, minutes and seconds for submission willbe mentioned in the e-portal, the bid will disappear automatically immediately after the time of submission is elapsed.

5.9 Afterthedeadlineforsubmissionofproposals,theTechnicalProposal

shallbe openedbythe evaluationcommitteeandevaluationwillbedone. The bidders who are technically qualified will be intimated and the FinancialProposalof only qualified bidders will be opened in presence of

thebidderswhochoosetoattend.

6. PROPOSALEVALUATION

General

6.1 From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the BNCC on any matterrelated to its proposal,itshoulddosoinwritingattheaddress indicated in the Data Sheet.Any effortby the firm to influence the BNCC in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

6.2 EvaluatorsofTechnicalProposalsshallhavenoaccesstotheFinancial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluationof TechnicalProposals

6.3 TheevaluationcommitteeappointedbytheBNCC,bothasawholeand throughitsindividualmembers,evaluatesthe proposalsbasedontheir compliancewiththeconditionsspecifiedinSection4.3(Preparation of Proposal). A proposal shall be rejected at this stage if it does not adequately address key aspects of the Terms of Reference or fails to meet the minimum technical criteria outlined in Section 4.3.

Note: The Technical bids of only the firms satisfying the above criteriawillbe considered for evaluation.

PublicOpeningandEvaluationofFinancialProposals;Ranking

6.4 After the Evaluation of all the Technical Proposalsarecompleted,the Employer shall display in the KPPP Website the Name of those Service Providers whose Proposals did not meet the minimumQualifying criteria orwere considered Non-Responsive to the RFP and Terms of Reference, indicatingthattheirFinancialProposalsshallnotbeopened.TheEmployer shallsimultaneouslydisplayintheKPPPWebsitetheNamesoftheServi

ce

ProvidersthathavesecuredtheminimumQualifyingMark.

6.5 The Financial Proposals shall be opened publicly in the presence of the ServiceProviders'representativeswhochoosetoattend.Thenameoft he ServiceProvider,thequalityscores,andtheproposedpricesshallberea d aloud and recordedwhen the Financial Proposals are opened. The Client shall prepare minutes of the public opening

6.6 TheevaluationcommitteewilldeterminewhethertheFinancial Proposals are complete, (i.e., whether they have costed all items of the correspondingTechnicalProposals,ifnot,theClientwillcostthemandad d their cost to the initial price), correct any computational errors.

6.7 The BNCCwillselect the highest license feebidder ('evaluated'price).The selected Service Provider will be invited for negotiations.

7. NEGOTIATIONS

7.1 Negotiationswill be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

7.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology(workplan), staffingand anysuggestionsmadeby the firm to improve the Terms of Reference. The BNCC and Service Provider willthen work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in thefield andin thehome office, staff-months,logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services"andformpartofthecontract.Specialattentionwillbepaidto gettingthemostttheServiceProvidercanofferwithintheavailablebudg et and to clearly defining the inputs required from the BNCC to ensure satisfactory implementation of the Assignment.

7.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration ratesfor staff (no breakdown of fees) nor other proposed unit rates.

7.4 Havingselected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, the BNCC

expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the BNCC will require assurances that the expertswillbeactuallyavailable.TheBNCCwillnotconsidersubstitutio ns duringcontract negotiationsunlessbothpartiesagreethat unduedelayin

the selection process makes such substitution unavoidable or that such changesarecriticaltomeettheobjectivesofthe assignment. If this is notthecase and if it is establishedthatkey staff was offered in the proposalwithoutconfirmingtheiravailability,theServiceProvidermay be disqualified.

7.5 The negotiations will conclude with a review of the draft form of the contract.TocompletenegotiationstheBNCCandtheServiceProviderwill initial the agreed contract. If negotiations fail, the BNCCwill invite the firmwhohasquotedthesecondlowestpricefornegotiations.Theprocess will be repeated till an agreed contract is concluded.

8. AWARDOFCONTRACT

8.1 The contract will be awarded following negotiations. After negotiations are completed, the BNCC will promptly notify unsuccessfulService Providers who did not pass the technical evaluation (para 4.3)

8.2 The Service Provideris expected tocommence theAssignment onthedate and at the location specified in the Data Sheet.

9. CONFIDENTIALITY

9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Providers who submittedtheproposalsortootherpersonsnotofficiallyconcernedwitht he process,untilthewinningServiceProviderhasbeennotifiedthatithasbe en awarded the contract.

10. PERFORMANCESECURITY

10.1 Within 15 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security Deposit (refundable without interest) in any of the following forms, amounting to INR 2,50,000/- (Rupees Two Lakh Fifty thousand only): Banker's Cheque, Demand Draft, Bank guarantee (Appendix C) or Pay Order in favor of the Commissioner, BNCC, payable at Bengaluru.

10.2 IfthesecuritydepositisprovidedbythesuccessfulTendererintheformo f aBankGuarantee, itshallbeissuedeitherbyaNationalized/Scheduled

bank.

10.3 FailureofthesuccessfulTenderertocomplywiththerequirementsofSub- Clause9.1shallconstitutesufficient groundsforcancellationoftheaward and suitable actionas per EMD declaration and in accordance with law.

11. DATASHEET-InformationtoServiceProviders

11.1 **The name of the Client is:** Commissioner, BNCC, Amruthalli Main Road, Byatarayanapura, Banglore represented by Executive Engineer, Hebbal Division, BNCC Zone-2, J C Nagar Main Road, Munireddypalya, Bangalore-560006.

11.2 Address of the Client is: Executive Engineer, Hebbal Division, BNCC Zone-2, J C Nagar Main Road, Munireddypalya, Bangalore-560006.

Themethodofselectionis:**HighestBidSelection**

11.3 **ATechnical and a Financial Proposal are requested**: Yes

Thename,objectivesanddescriptionoftheAssignmentare:

Name:CollectionofParkingFeesonRoads at Hebbal Constituency.

Objective:Tomanage,operate,andcollecton-streetparkingfeesin accordance with BNCC's approved framework.

11.4 **TheBNCCwillprovidethefollowinginputs:**

- Approvedparkinglayoutplans
- Approvedtariffstructureandoperationalhours
- Necessaryapprovalsforon-streetactivities
- ComplianceSummaryforInfrastructureandEquipment(Form4A)

11.5 Theclausesonfraudandcorruptioninthecontractare Sub-Clause2.7.1

ofG.C.C.

11.6 Clarificationsmayberequesteduptothelastdateforsubmissionofqueries. The address for requesting clarifications is: Executive Engineer, Hebbal Division, BNCC Zone-2, J C Nagar Main Road, Munireddypalya, Bangalore-560006.

11.7 Proposalsshouldbesubmittedinthefollowinglanguage(s):**English**

a) Shortlisted Service Providers are not allowed to associate with other shortlisted Service Providers for this assignment.
b) There is no minimum requirement for ticket issuer staff-months. However, the Service Provider must deploy adequate staff as needed to ensure proper supervision and management across all shifts.
c) The proposed ticket issuers must have a minimum of one year of experience in similar roles. This includes interacting with customers, answering queries about pricing and availability, and issuing tickets.
d) AllreportsrequiredaspartofthisassignmentmustbewritteninEnglish.

11.8 Training is an important feature in this Assignment: No Additional information in the Technical Proposal includes:

- ProofofFinancialTurnover
- WorkOrders&CompletionCertificates
- Team&roles

11.9 Proposalsmustremainvalidfor**180**daysfromthelastdateofsubmission

11.10 ServiceProvidersmustsubmittheproposalthroughKPPPwebsite

11.11 Proposalsmustbesubmittedwithinthedateandtimestipulatedin https://kppp.karnataka.gov.in

11.12 TheaddresstosendinformationtotheBNCCis:

Executive Engineer,
Hebbal Division, BNCC Zone-2,
J C Nagar Main Road,
Munireddypalya,
Bangalore-560006.

SECTION3.TECHNICALPROPOSAL-STANDARDFORMS

3A.TechnicalProposalsubmissionform. 3B.

Service Provider’s references.

3C.DescriptionoftheSOPforcollectingofparkingrevenues

3D.Teamcompositionandroles

3E.Financialturnoverforthelast3years

3A.TECHNICALPROPOSALSUBMISSIONFORM

[Location,Date]

From:	To:
[NameandAddressofFirm]	Executive Engineer, Hebbal Division, BNCC Zone-2, J C Nagar Main Road, Munireddypalya, Bangalore-560006.

Sir, Subject:

CollectionofParkingFeesfortheroad–Tank bund Road, Taralabalu Road and Bhoopasandra Main Roads We, the undersigned, offer to provide the services for the above inaccordancewithyourRequestforProposaldated_____,and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal submitted under KPPP website.

If negotiationsare held duringthe period of validityof the Proposal,i.e., before *[Date]*_____we undertake to negotiate on the basis of the proposed staff. Our Proposal isbindinguponusandsubjecttothemodifications resulting from contract negotiations.

Weunderstandyouarenotboundtoacceptany Proposalyoureceive.Weremain,

Yourssincerely,

AuthorizedSignature:

NameandTitle

ofSignatory: Name of

Firm:

Address:

3B.SERVICEPROVIDER'SREFERENCES

Relevant Services carried out in the last Five Yearsthat best illustrate qualifications

Using the format below, provide information on each reference assignment for whichyourfirm/entity,eitherindividually as a corporate entityorasone of the majorcompanies within an association, was legally contracted.

ReferenceServiceNumber_____

Nameofthe client	
Location	
Parking collection Services (Value of services per year)	INR
Startandenddateof contract	
Number of staff deployed	
Description of the project	

Instructions:

1)The Bidder shall attach copies of the work orders / completion certificates as evidence for the above or a self-declaration by an authorized person from the service provider.

3C. DESCRIPTIONOFTHESOPFORCOLLECTINGPARKINGREVENUES

Instructions:

1) TheBiddershalloutline the SOPandproceduresthey willfollowforcollecting revenues and the protocols and safeguards they will have in place to ensure compliance to the requirements of the RFP

3D. TEAMCOMPOSITIONANDROLES

Role1:

Position:	
Number of people deployed:	
TaskDescription:	

Role2:

Position:	
Number of people deployed:	
TaskDescription:	

Role3:

Position:	
Number of people deployed:	
TaskDescription:	

Instructions:

1) The Bidder shall outline the number of staff and the supervisory team that will be deployed and the roles for the same.

3E. FinancialCapacityoftheBidder

	Year1	Year2	Year3	
Turnover(INR)				

Instructions:

2) The Bidder shall attach copies of the audited balance sheets, financial statementsandAnnualReportsfor5(five)yearsfromFY2020-21.Thefinancial statements shall:

   i) reflectthefinancialsituationoftheBidderanditsAssociateswhere the Bidder is relying on itsAssociate's financials;
   ii) beauditedbyastatutoryauditor;
   iii) becomplete,includingallnotestothefinancialstatements;and
   iv) correspond to accounting periods already completed and audited (nostatements for partial periods shall be requested or accepted).

3) TheBiddershallalsoprovidethenameandaddressoftheBankerstotheBidder.

4) TheBiddershallprovideanAuditor'sCertificatespecifyingtheturnover

SECTION4.FINANCIALPROPOSAL-STANDARDFORMS

4A. ComplianceSummaryforInfrastructureandEquipment
4B. Financial proposal submission form

4A.ComplianceSummaryforInfrastructureand Equipment

(TobesubmittedaspartofFinancialbidonly)

Component	**Approximate Quantity**	**Unit**
Surveillance CCTV Cameras (Minimum specs: 4K FHD 8MP, IP66+, night vision; minimum 1 camera every 100m on both sides of the road)	16	Nos.
ParkingBoardswith *2) Pay-and-parkavailability* *3) Approvedtariffrates* *4) SampleoftheE-ticketthatis issued* *5) BNCClogo* *6) Name,addressandcontactofthe vendor* *7) Minimum1boardevery150monbothsidesofthe road* *8) 3x2feet(sizeoftheboard)*	22	Nos.
Road Markings	309	Sqm
RoadStuds(3perparking slot)	315	Nos.
Installationandsetup(poles,cabling,testing)	1.56	Km
Connectivity(DataSIMs;1perhandheld machine)	6	Nos.
VMS Boards: *9) OutdoorLEDboardswith4Gconnectivity* *10) Minimumdimensionof4feetx2feet* *11) Oneoneachendoftheroadonbothsidesoftheroad*	6	Nos.
Parkingwardens/supervisors	*Adequate numberto monitor all the slots – <to be updated by bidder>*	
InternetenabledSmartPOSmachine(4G Connectivity)	06POS	Nos.

Weagreetoensurecompliancetotheaboveinfrastructureandequipmentrequirement.

Yourssincerely,

AuthorizedSignature:
Name and Title of Signatory:
NameoftheServiceProvider:
Address:

4B.FINANCIALPROPOSALSUBMISSION FORM

(TobesubmittedaspartofFinancialbidonly)

FROM: (Name of Service Provider) TO:(Nameandaddressofthe client)

Ladies/Gentlemen,

Subject: Financial Proposal for Collection of Parking Fees for the road –**Tankbund Road, Taralabalu Road and Bhoopasandra Main Road in Hebbal Constituency.**

We, The undersigned, offer to provide the services for Collection of ParkingFees forthe road –From - **Tankbund Road, Taralabalu Road and Bhoopasandra Main Road in Hebbal Constituency** in accordance with your Request for Proposal dated *[Date],* and our Proposal (technical and Financial Proposals).Ourattachedfinancialproposalisforthesum of *[Amount in words and figures perannum/monthlytobepaidtoBNCCasperbelowschedule(IncludingGSTandallother taxes)*

Sl No	**Nameofthework**	**PaymentscheduleasperBNCC**	
		Contract Period	**FixedAnnualBid Amount**
1	Collectionof Parking **Feesfortheroad-Tankbund Road, Taralabalu Road and Bhoopasandra Main Road in Hebbal Constituency**	From the dateofWork order	INR _____

It is understood that the minimum annual License Fee payable for the first year is INR 50,00,000/- The License fee shall be quoted against this annual amount. However, paymentmaybemadeintwoequalbiannualinstallmentsof50%each.TheLicensefee will be paid bi-annually in advance by the successful bidder.

Weundertakethat,incompetingfor(and,iftheawardismadetousinexecuting)the abovecontract, we will strictlyobservethe laws against fraud andcorruption inforce in India namely "Prevention of Corruption Act 1988". We will ensure compliance with Section 4A and all other terms and conditions laid out in the RFP. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

AuthorizedSignature:
Name and Title of Signatory:
NameoftheServiceProvider:
Address:

Note:TheTenderershouldnotethatthequotingamountmustbeabovethe annual bidamount mentionedabove and asdescribedinTerms ofReferencefailing which the bids will be liable to be rejected.

SECTION5.TERMSOFREFERENCE

1. BACKGROUND

BNCC is desirous of obtaining services for"**Tankbund Road, Taralabalu Road and Bhoopasandra Main Road in Hebbal Constituency**"

TheBNCCintendstoprocuretheservicesofa Contracting firmhaving similarexperience toundertaketheassignment.Specificallythefollowingworksareintendedtobecarried out on this Project.

2. OBJECTIVES

The Tenderer shall perform the principal services outlined below as a part of responsibility for the services of the work. They shall provide the qualified staff with relevant experience to carry out the assignment. The tenderer will meet with all the compliances listed below as well as in Section 4A. The Services will include but not limited to the following:

- The Service provider should check the location of the Parking Roads to ensure himselfthatallthecriteriaare looked intobeforeapplyingfortender.
- ServiceProvider,withtheconcurrenceofBNCCshallconveneperiodicalmeetings betweenBNCCtodiscuss,prepareandfinalizecollectionprogrammepriortothe commencement of work.
- BNCCshallfurnishfortheuseoftheServiceProviderallnecessarydataas required for setting out all permanent and temporary works.
- BNCCshallinspectandensurecompliancewiththetermsandconditionsof contract.
- ServiceProvidershallstudyallContractAgreement,Specificationsetc.and ensure implementation at site.
- Parkingchargestobecollectedshouldnotexceedthebelowmentioned Rates

	Parkingcharges (INR)	
	4-Wheeler	**2-Wheeler**
PerHour	30	15

Fullday	150	75
FullMonth*	3000	1500

*Withamaximumof30%ofslotsgivenasmonthlypass

- The Service Providersrepresentativesshall be responsible for overallmonitoring of the parking activity in the said sites and shall be available at siteevery day.
- TheServiceProvidershallAberesponsibletodeployrequisitenumberofqualified and experienced personnel at site on full time basis to supervise the day-to-day activity of parking and also shall be responsible for monitoring of the vehicle's movement as per specifications and standards.
- TheServiceProvidershallensurethatallinstructionstotheServiceProviders will beissuedintheformofletterwrittenbyofficerinchargetotheServiceProvider or site instructions to the Service Provider written by officer in charge or his representativeinsiteinstructionsbook.Theyshallmaintaintherecordofallsuch instructions for verification at every time.
- Services for the parking of the vehicle, collection of prescribed & displayed parking fee, Management of traffic within the parking area.
- Thecontractingagencyshallfullyresponsibleforanydamages,lossesetc.oft he parked vehicles. BNCC is in no way responsible for such damage/losses.
- Documentation ofall events for security purpose and related matters during the period, which has to be shared to BNCC on every month. The cost of which will not be paid by BNCC.
- BNCC shall provide time assistance and direction to the Service Provider in all matters related to the interpretation of the Contract.
- Service Provider shall ensure all the safety norms as per Government directions likeFiresafety,SafetyofWorkers&generalpublic,Vehicles,etc.areadheredto with proper Insurance Policies at the building at the premises throughout the Contract Period.
- Service provider should disburse salaries / payments / DA/ VDA/ ESI / PF to its employeesasperrelevantlabourlaws&otherapplicablelaw/rules.Depositthe requisitebenefitstoconcerneddepartmentslike,ESI,PF,etcintime.Alldetails to be submitted to BNCC every month.
- Noadvertisementsshouldbe displayed.
- ShouldnotSub-letthepremisestootheragencyorpersons.
- Service Provider should remit the bid amount & other payments like Penalties, Cost of repairsto Damages, etc. to BNCCinthe form ofDEMAND DRAFTdrawn infavorofCommissioner,BNCC,Bangalore,payableatBangaloreinadvance as per his quoted price. Delay in payment will attract an interest of 24% per annum of the amount to be paid to BNCC.
- If the Service Provider fails to perform as per the terms & conditions or fails to pay the above amount / Charges even after THREE REMINDERS

it may be noted thattenderwillbeterminated,andthedamages/arrearswillberecoveredatrisk and cost of the Service Provider fromthe Performance Securitydeposit amount.

- Service Provider shall carry out joint inspection with BNCC before the end of Contractperiodandtakeremedialmeasuresfordefectsdiscoveredifany,and to correct them and handover the site in correct manner back to BNCC along with records stored there on for a sufficient period. BNCCwill not pay any extra cost for this.

- Service Provider should not carry any other activity without prior permission of BNCC.
- EnsurethatCars/ Scootersetc.areparkedsystematicallyinneatrows.Aparking attendant must ensure that vehicles are parked in an orderly manner and that the vehicles do not encroach upon the open space surrounding.
- **Smoking Restrictions**: Smoking shall be prohibited throughout the road Easily readable "NO SMOKING" signs must be conspicuously posted at locations where they can catch the eye. Each sign must also include a pictograph with illumination.
- Service Provider must have the Equipments / Machineries for safety & Security purpose as defined in scope of work
- TheUponterminationorexpiryoftheconcessionagreement,theConcessionaire shallvacateandhandovertheprojectsitetoBengaluru North City Corporation (BNCC)in'as-is'condition.Allphysicalandimmovableassetsdeveloped,installed, or constructed on-ground by the Concessionaire as part of the project shall be transferred to and shall become the absolute property of BNCC, without any financial or legal encumbrance. This clause shall apply strictly to tangible, on-groundphysicalassetsandshallexcludeintangibleassetsormovableitemsunless specifically provided for in the agreement

Theservicesoftheserviceprovidershallbeavailablefulltimeduringtheentire contract period.

3. SPECIFICRESPONSIBILITIESOFTHETENDERER

a) Documents

The BNCC shall provide to the Service Provider, the copiesof all data available which are considered relevant to the execution of Service Provider’s work and liaison with other departments for access of information and data.

b) LiaisonandAccess

TheBNCCshallprovideliaisonwithotherGovernmentagenciesandDepartments foronlytheintroductionoftheServiceProvider.BNCCwillonlycoordinatewith Service Provider for arranging unhindered access to therelevant agencies / Departments in order to complete the task successfully.

c) Scheduleforcompletionoftasks.

- TheworkhasbeentenderedonLumpsumBasisofthetenderCost.
- The Contract services shall be for the entire completion of the

period i.e., 36 months and further 24 months, if it gets extended

d) PaymentstoBNCC

- The minimum Annual Charges (Including GST &all other taxes) payable to BNCCis fixed at **Rs.50,00,000/(Rs. Fifty lakhsonly).** Hence, the competing Tenderer should quote the above/more than the minimum charges fixed.
- The Service Provider has to pay total charges per annum in the form of DEMAND DRAFT (as stated above). While the bid must be submitted for the annual amount, payment may be made in two equal installments of 50%each,payablebi-annually.Delayinpaymentwillattractaninterest of 24% per annum. If the Service Provider fails to pay the money even afterthreereminders(Notices),thecontractwillbecancelledattheris k and cost of Service Provider. All the deposits will be forfeited. The quoted price shall be inclusive ofGST, service tax/other taxes.

- The advance payment shall be made within 15 days from the date of receiptoftheLetterofAcceptance.Subsequently,allrecurringorphas e- wise payments shall be made at least 15 days prior to the commencement of operations for the respective phase.

e) ScheduleofpaymentstoBNCC:

Sl No	Nameofthework	Paymentscheduleasper BNCC	
		Contract Period	Total Bid Amount
1	**CollectionofParkingFees for the road –Tank bund Road, Taralabalu Road and Bhoopasandra Main Road"**	From the date of Work order	Total bid amount in either one or two installments (to be paid in advance of each period – exact dates to be finalized at the time of LoA and contract)

Theadvancepaymentshallbemadewithin15daysfromthedateofreceiptoftheLetter ofAcceptance.Subsequently,allrecurringorphase-wisepaymentsshallbemadeatleast 15 days prior to the commencement of operations for the respective phase.

f) NonperformanceofServices-levyingofpenalty&termination

Apenaltywillbeleviedontheserviceprovideratminimum24%perannum(2%permonth)

ontheamounttobepaidbytheServiceProvidertoBNCCinrespectofnonpaymentofbid amount as mentioned in Schedule of payments to BNCC. Further, the contract will be terminatedandthedamages,arrearswillberecoveredatriskandcostoftheService

Providerfromthedeposit amount.

Total failure on the performance of services will render forfeiture of the Performance Security Deposit and action will be initiated as per Conditions of Contract.

4. OBLIGATIONSOFTHECLIENT

i. Documents

TheBNCCshallprovidetheServiceProviderwithcopiesofalldataavailablewhichare considered relevant to the execution of Service Provider's work and liaisonwithother departments for access of information and data

ii. LiaisonandAccess

The BNCC shall provide liaison with other Government agencies and Departments for theintroductionoftheServiceProvider.TheServiceProvidershallbegivenunhindered access to the relevant agencies / Departments in order to complete the project successfully.

DISPUTES, IF ANY: Dispute if any, between the client and the Service Provider, the decision of the Commissioner, BNCC, Bangalore is final and binding on both the Clientand Service Provider.

SECTION6:CONTRACTFORSERVICEPROVIDER'SSERVICES

between

_____

[Executive Engineer, Hebbal Division]

and

_____

[NameofServiceProviders]

Dated:

1. FORMOFCONTRACT

ThisCONTRACT(hereinaftercalledthe"Contract") ismadethedayofthemonthof _____, 202, between, on the one hand,(hereinaftercalledthe "Client")and, on the other hand,_____(hereinafter called the "Service Providers").

[*Note:IftheServiceProvidersconsistofmorethanoneentity,theaboveshould bepartially amended to read as follows:

“..(hereinaftercalled the"Client") and, on theother hand,a joint venture consisting of the

following entities, eachof which willbe jointly and severally liable to the Client forall theService Providers'obligationsunderthis Contract,namely,and _____(hereinaftercalledthe"ServiceProviders.")”]

WHEREAS

(a) The Client has requested the Service Providers to provide certain servicesas defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Providers, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOWTHEREFOREthepartiesheretoherebyagreeas follows:

1. The following documents attached hereto shall be deemed to form an integral part of thisContract:

(a) TheGeneralConditionsofContract(hereinaftercalled"GC");

(b) TheSpecialConditionsofcontract(hereinaftercalled"SC");

(c) ThefollowingAppendices:

Appendix A: Description of the Services _____ Appendix B: Reporting Requirements _____

AppendixC:KeyPersonnelandSub-ServiceProviders---------- Appendix D: Services and Facilities to be provided by the Client _____ Appendix E: Breakdown of Contract Price_____

AppendixF:FormofGuaranteeforAdvancePayments_____

[Note:IfanyoftheseAppendicesarenotused,thewords"NotUsed"shouldbeinserted

below next to the title of the Appendix on the sheet attached hereto carrying the titleof that Appendix.]

2. The mutual rights and obligations of the Client and the Service Providers shall be as set forth in the Contract, in particular:

(a) TheServiceProvidersshallcarryouttheServicesinaccordancewiththe provisions of the Contract; and

INWITNESSWHEREOF,thePartiesheretohave causedthisContracttobesignedintheir respective names as of the day and year first above written.

FORANDONBEHALFOF
[NAME OF CLIENT]

By(AuthorizedRepresentative)

FORANDONBEHALFOF[NAME
OF SERVICE PROVIDER]

By(AuthorizedRepresentative)

[**Note**:IftheServiceProvidersconsistofmorethanoneentity,alloftheseentitiesshoul d appear as signatories, e.g., in the following manner:]

FORANDONBEHALFOF EACHOF
THEMEMBERSOFTHESERVICEPROVIDERS

[NameofMember]

By(AuthorizedRepresentativ

e) [Name of Member]
By(AuthorizedRepresentative)etc.

2. GENERALCONDITIONSOFCONTRACT

A.GENERALPROVISIONS

1.1 Definitions

Unlessthecontextotherwiserequires,thefollowingtermswheneverusedinthis Contract have the following meanings:

(a) "ApplicableLaw"meansthelawsandanyotherinstrumentshavingtheforceofla w in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “EffectiveDate”meansthedateonwhichthisContractcomesintoforceandeffe ct pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC"meanstheseGeneralConditionsofContract;

(f) "Government"meanstheGovernmentofKarnataka;

(g) "Localcurrency"meansIndianRupee;

(h) "Member",incasetheServiceProvidersconsistofajointventureofmorethanon e
entity,meansanyoftheseentities,and"Members"meansalloftheseentities;‘Mem ber in Charge’means the entity specified in the SC to act on their behalf in exercising all the Service Providers’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Service Providers, as the case may be, and Parties meansboth of them;

(j) "Personnel" means persons hired by the Service Providers or by any Sub-Service Provider as employees and assigned to the performance of the Services or any part thereof;and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC"meanstheSpecialConditionsofContractbywhichtheseGeneralCondition sof Contract may be amended or supplemented;

(l) "Services"meanstheworktobeperformedbytheServiceProviderspursuanttothis Contract;and

(m) "Sub-Service Provider" means any entity to which the Service Providers subcontractanypart of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Thirdparty”meansanypersonorentityotherthantheGovernment,the Client, theService Providers, or aSub-Service Provider.

1.2 LawGoverningtheContract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuantto this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of thePartyto whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall beperformed at such locations as are specified in Appendix G and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 AuthorizedRepresentative

Any action required or permitted to be taken, and any document required or permittedtobeexecuted,underthisContractbytheClientortheServiceProvide rs may betaken or executed by the officials specified in the SC.

1.7 TaxesandDuties

The Service Providers, Sub-Service Providers and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

B.Commencement,Completion,ModificationandterminationofContract

2.1 EffectivenessofContract

ThisContractshallcomeintoeffectonthedatetheContractissigned byboth Partiesor such other later date as may be stated in the SC.

2.2CommencementofServices

The Service Providers shall begin carrying out the Services immediately after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3ExpirationofContract

UnlessterminatedearlierpursuanttoClause2.7,thisContractshallterminateatthee nd of such time period after the Effective Date as is specified in the SC.

2.4Modification

Modificationof the terms and conditions of this Contract, including any modificationof the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 ForceMajeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations undertheContractimpossibleorsoimpracticalastobeconsideredimpossibleundert he circumstances.

2.5.2 NoBreachofContract

The failure of a Party to fulfill any of its obligations under the contract shall not be
consideredtobeabreachof,ordefaultunderthisContractinsofarassuchinabilityaris

es from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party assoon as possible about the occurrence of such an event.

2.5.3 ExtensionofTime

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC. If the Bidder/Concessionaire wishes to seek an extension after 36 months for an additional period of 24 months, a written request must be submitted at least 30 days before the expiry of 36 months from the date of Work Order.

The Bengaluru North City Corporation may, at its sole discretion and subject to its assessment of the Bidder‘s performance, grant such extension. The decision in this regard shall rest exclusively with BNCC.

2.5.4 Payments

DuringtheperiodoftheirinabilitytoperformtheServicesasaresultofaneventofForce Majeure, the Service Providers, the payment shall be arrived on mutual consent under the terms of this Contract.

2.5.5 Suspension:

The Client may by written notice of suspension to the Service Providers, suspend all access to the Service Providers hereunder if the Service Providers fail to perform any of theirobligationsunderthiscontract,includingthecarryingoutoftheServices,provid ed that such notice of suspension (i) shall specify the nature of the failure, and (ii) shallrequest the Service Providers to remedy such failure within a period not exceeding thirty (30)daysafterreceiptbytheServiceProvidersofsuchnoticeofsuspension.

2.6 Liquidateddamagesfordelayincompletion

2.7 Termination

2.7.1 Bythe Client

The Client mayterminate this Contract, bynot less than thirty(30) days’ written notice of termination to the Service Providers, to be given after the occurrence of any of the eventsspecifiedinparagraphs(a)through(d)ofthisClause2.7.1andsixty(60)days’in the case of the event referred to in (e):

(a) if the Service Providers do not remedy a failure in the performance of their obligationsundertheContract,withinthirty(30)daysofreceiptafterbeingnotified orwithinsuchfurtherperiodastheClientmayhavesubsequentlyapprovedin writing;

(b) IftheServiceProviders(oranyoftheirMembers)becomeinsolventorbankrupt;

(c) If, as the result of Force Majeure, the Service Providers are unable to perform amaterial portion of the Services for a period of not less than sixty (60) days; or

(d) IftheServiceProvider,inthejudgmentoftheClienthasengagedincorruptor fraudulent practices in competing for or in executing the Contract.

Forthepurposeofthisclause:

“corruptpractice”meanstheoffering,giving,receivingorsolicitingofanythingofvalue toinfluencetheactionofapublicofficialintheselectionprocessorincontractexecution.

“fraudulentpractice”meansamisrepresentationoffactsinordertoinfluenceaselection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Providers (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits offree and open competition.

(e) IftheClient,initssolediscretionandforanyreasonwhatsoever,decidesto terminate this Contract.

2.7.2 BytheServiceProviders

The Service providers may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the eventsspecified in paragraphs (a) through (b) of this Clause 2.7.2:

(a) IftheClientisinmaterialbreachofitsobligationspursuanttothisContractandhas notremediedthesamewithinforty-five(45)days(orsuchlongerperiodastheService providers may have subsequently approved in writing) following the receipt by the Clientof the Service providers’ notice specifying such breach;

(b)if, as the result of Force Majeure, the Service providers are unable to

perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 CessationofRightsandObligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

(i) suchrightsandobligationsasmayhaveaccruedonthedateofterminationor expiration;

(ii) theobligationofconfidentialitysetforthinClauseGC3.3hereof;

(iii) anyrightwhichaPartymayhaveundertheApplicableLaw

2.7.4 CessationofServices

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Service Providers shall, immediately upon dispatchorreceiptofsuchnotice,takeallnecessarystepstobringtheServicestoaclose in a prompt and orderly manner and shall make every reasonable effort to keep expendituresforthispurposetoaminimum.Withrespecttodocumentspreparedbythe Service Providers and equipment and materials furnished by the Client, the Service Providers shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8

C. ObligationsoftheServiceProviders:

3.1 General

The Service Providers shall perform the Services and carry out their obligations hereunderwithallduediligence,efficiencyandeconomy,inaccordancewithgenerally accepted professional techniques and practices, and shall observe sound management practices,andemployappropriateadvancedtechnologyandsafemethods.TheService Providers shall always act, in respect of any matter relating to this Contract or to the Services,asfaithfuladviserstotheClient,andshallatalltimessupportandsafeguard the Client's legitimate interests in any dealings with Sub-Service Providers or third parties.

3.2 ServiceProvidersNottoBenefitfromCommissions,Discounts,etc.

The remuneration of the Service Providers pursuant to Clause 6 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, andtheServiceProvidersshallnotacceptfortheirownbenefitanytradecommissio n, discountorsimilarpaymentinconnectionwithactivitiespursuanttothisContractor to theServicesorinthedischargeoftheirobligationsundertheContract,andtheServic e Providers shall use their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents ofeither of them, similarly shall not receive any such additional remuneration.

3.3 ProcurementRulesofFundingAgencies

Ifthe Service Providers,as partofthe Services,have the responsibilityofadvisingthe Client on the procurement of goods, works or services, the Service Providers shall comply with any applicable procurement guidelines of the funding agencies and shall atalltimesexercisesuchresponsibilityinthebestinterestoftheClient.Anydiscount s orcommissionsobtained by the Service Providers in the exercise of such procurement responsibility shall be for the account of the Client.

3.4 ServiceProvidersandAffiliatesNottoengageincertain Activities

The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Sub-Service Provider and any of its affiliates, shall be disqualified from providing goods, works or services(otherthantheServicesandanycontinuationthereof)foranyprojectresult ing from or closely related to the Services.

3.5 ProhibitionofConflictingActivities

NeithertheServiceProvidersnortheirSub-ServiceProvidersnorthePersonnelshall engage,eitherdirectlyorindirectly,inanyofthefollowingactivities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) After the termination of this Contract, such other activities as may be specifiedin the SC

3.5 Confidentiality

TheServiceProviders,theirSub-

ServiceProviders,andthePersonnelofeitherofthem shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.6 InsurancetoBeTakenoutbytheServiceProviders

TheServiceProviders(a)shalltakeoutandmaintain,andshallcauseanySub-Service Providers to take outand maintain, at their(or the Sub-Service Providers', as the case maybe)owncostbutontermsandconditionsapprovedbytheClient,insuranceagainst the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.7 ServiceProviders'ActionsRequiringClient'sPriorApproval

The Service Providers shall obtain the Client's prior approval in writing beforetaking any of the following actions:

(a) enteringintoasubcontractfortheperformanceofanypartoftheServices,itbeing understood (i) that the selection of the Sub-Service Provider and the terms and conditionsofthesubcontractshallhavebeenapprovedinwritingbytheClientpriorto the execution of the subcontract, and (ii) that the Service Providers shall remain fully liablefortheperformanceoftheServicesbytheSub-ServiceProviderandits Personnel pursuant to this Contract;

(b)anyotheractionthatmaybespecifiedintheSC.

3.8 ReportingObligations

The Service Providers shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.9 DocumentsPreparedbytheServiceProviderstoBethePropertyoftheClient

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Client, and the Service Providers shall, not later than upon terminationorexpirationofthisContract,deliverallsuchdocumentsandsoftwaretothe Client, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the

future use of these documents, if any, shall be specified in the SC.

D. ServiceProviders'PersonnelandSub-ServiceProviders

4.1 DescriptionofPersonnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagementin the carrying out ofthe Services of the Service Providers'Key Personnel are described in Format 3D (Section 3). The Key Personnel and Sub-Service Providers listed by title as wellas byname inFormat 3D (Section 3) are herebyapproved by the Client.

4.2 Removaland/orReplacementofPersonnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel.If,foranyreasonbeyondthereasonablecontroloftheServiceProviders,it becomes necessary to replace any of the Key Personnel, the Service Providers shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) IftheClientfindsthatanyofthePersonnelhave(i)committedseriousmisconduct or has been charged with having committed a criminal action, or (ii) have reasonable causetobedissatisfiedwiththeperformanceofanyofthePersonnel,thentheService Providersshall,attheClient'swrittenrequestspecifyingthegroundstherefor,forthwith provideasareplacementapersonwithqualificationsandexperienceacceptableto the Client.

(c) The Service Providers shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. ObligationsoftheClient

5.1 AssistanceandExemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensurethat theGovernment shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Service Providers and the Personnel and any Sub-Service Providers employedbytheServiceProvidersfortheServicesfromanyrequirementtoregister or obtain any permit to practice their profession or to establish themselves either individuallyor as a corporate entity according to the Applicable Law;

(c) providetotheServiceProviders,Sub-ServiceProvidersandPersonnelanysuchother assistance as may be specified in the SC.

F. PaymenttotheServiceProviders:

6.1 ContractPrice
TheContractpriceissetforthintheSpecialCondition

6.2 PaymentforAdditional Services

The Service Provider has to render the services of anysort as required by the client due tounforeseencircumstanceswithinthescopeofservicesagreeduponduringthecontract period without claiming any relaxation in annual charges.

6.3 InterestonDelayedPayments

IftheServiceProviderhasdelayedpaymentsbeyondfifteen(15)daysaftertheduedate statedin the Conditions,interestshallbe paid to the Client for each dayof delayat the rate stated in the Conditions.

G. SettlementofDisputes

a. AmicableSettlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

b. DisputeSettlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may

be submitted by either Party for settlement in accordance with the provisions specified in the SC.

H. PenaltySchedule

In the event of a breach of contract terms or non-compliance withthe Scope of Work, the applicable penalties shall be imposed as per the schedule outlined below:

Sr. No.	**CauseforPenaltytotheoperator**	**PenaltyperDay (INR)**
1	Attendant/securityguardatsitenotinuniform/without identity card	500
2	Arrowsindicatingparkingareanotpainted	500
3	BoardsdisplayingPay-and-parkavailability,rateschedule, sample ticket, and BNCC logo not displayed at site	500
4	Failuretoearmarkparkingsasper plan	1000 per instance
5	Vehiclesfoundparkedoutsidetheofficiallydemarcatedparking slots	500
6	Charginghigherthanprescribedrates	5000 per instance
7	RealtimecollectiondatanotbeingprovidedtoBNCC	1000perday
8	Vehicleparkedindesignatedareawithoutissuanceofticket (per vehicle)	1000pervehicle
9	Manualparkingwithoutentryintohandhelddevice	2000 per instance
10	Violationofanyothertermsandconditionsofthe Contract	2000

3. SPECIALCONDITIONSOFCONTRACT

NumberofAmendmentsof,andSupplementsto,ClausesintheGeneralGC Clause * Conditions of Contract

1.1(h)TheMemberinChargeis].

1.4.1Theaddressesare:

Client:**Executive Engineer, Hebbal Division, Zone-2 Bengaluru North City Corporation, J C Nagar Main Road, Munireddypalya, Bangalore-560006 .**

Attention:_____Telephone:
_____
E-mail:----------

ServiceProviders:_____

Attention:_____Telephone:
_____
E-mail :----------

[Note:Fillinthe blanks]

[1.4.2Noticeshallbedeemedtobeeffectiveasfollows:

(a) Inthecaseofpersonaldeliveryorregisteredmail,ondelivery;
(b) Inthecaseoftelexes/e-mail,24hoursfollowingconfirmedtransmission
(c) Inthecaseoftelegrams,24hoursfollowingconfirmedtransmission;and
(d) Inthecaseoffacsimiles,24hoursfollowingconfirmedtransmissio

n.] [1.6 The Authorized Representatives are:

FortheClient:Executive Engineer, Hebbal Division, Zone-2 Bengaluru
For the Service Provider :_____

[Note:Fillinthe blanks]

[1.7.1The Service Providersandthe personnelshall paythe taxes,duties,fees,levies and other impositions levied under the existing, amended or enacted laws duringlifeofthiscontractandtheclientshallperformsuchdutiesinregardto the deduction of such tax as may be lawfully imposed.

[2.1ThedateonwhichthisContractshallcomeintoeffectis:

[2.2Thetimeperiodshallbe15daysoranyotherappropriateorsuchothertimeperio d asthe parties may agree in writing.

[2.3 The period shall be 15 days or such other period as the parties may

agree in writing]. [3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor VehiclesAct,1988,inrespectofmotorvehiclesoperatedinIndiabytheServic e Providersortheir Personnel or any Sub-Service Providersor their Personnel, for the periodof Service Provider;

(2) ThirdPartyliabilityinsurance,withaminimumcoverageforRs.5,00,000/ - (Rupees Five Lakhs only) for the period of Service Provider;

(3) Client’s liability and workers' compensation insurance in respect of the PersonneloftheServiceProvidersandofanySub-ServiceProvider,inaccordance with the relevant provisions of the Applicable Law, as well as, with respect to suchPersonnel,anysuchlife,health,accident,travelorotherinsuranceasma y be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract valuefor this Service Provider; and

(5) Insuranceagainstloss ofordamage to(i)equipmentpurchasedinwhole or in part with funds provided under this Contract, (ii) the Service Providers' propertyused in the performance of the Services, and (iii) any documents prepared by theService Providers in the performance of the Services.

[Note: Fillintheblanksanddeletewhatisnot

applicable]

[3.7The Service Providers shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1Note:ListhereanychangesoradditionstoClauseGC5.1Iftherearenosuch changes or additions, delete this Clause SC5.1 from the SC.]

[6.2TheamountofContractisRs.

.[6.4Theaccountis……]

[7.2Disputesshallbesettledbyarbitrationinaccordancewiththefollowingprovisions.

i. SelectionofArbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal ofanameforsuchanappointmentbythePartywhoinitiatedtheproceedings, * eitherPartymayapplytothe President, InstitutionofEngineersIndia,Bangalore chapter,foralistofnotfewerthanfivenomineesand,onreceiptofsuchlist,the Parties shall alternately strike names therefrom, and the last remaining nominee onthelistshallbethesolearbitratorforthematterindispute.Ifthelastremaining nomineehasnotbeendeterminedinthismannerwithinsixty(60)daysofthedat e of the list, the President, Institution of Engineers India*, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Service Providers shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel.Ifthearbitratorsnamedbythe Partiesdonotsucceedinappointingathird arbitrator within thirty (30) days after the latter of the two arbitrators named by thePartieshasbeenappointed,thethirdarbitratorshall,attherequestofeither

Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitratorwithinthirty(30)daysaftertheotherPartyhasappointeditsarbitrator,

thePartywhichhasnamedanarbitratormayapplytotheSecretary,IndianCouncil of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

ii. RulesofProcedure

Arbitration proceedingsshall beconductedinaccordancewithprocedure ofthe Arbitration & Conciliation Act 1996, of India

iii. SubstituteArbitrators

Ifforanyreasonanarbitratorisunabletoperformhisfunction,asubstitute shallbeappointed in the same manner as the original arbitrator.

iv. QualificationsofArbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through(c)ofClause7.2.1hereofshallbeanationallyrecognizedlegalortechnic al expert with extensive experience in relation to the matter in dispute.

v. Miscellaneous

Inanyarbitrationproceedinghereunder:

(a) proceedingsshall,unlessotherwiseagreedbytheParties,beheldinBangalore.

(b) thedecisionofthesolearbitratororofamajorityofthearbitrators(orofthethird arbitrator if there is no such majority) shall be final and binding and shall be enforceable inany court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

4. APPENDICES

AppendixA:ReportingRequirements

1. **Real-TimeDataIntegration**

The Service Provider shall ensure continuous, real-time integration of parking collection data with BNCC's centralized system. The data shall include, at a minimum:

- Numberofticketsissued
- Revenuecollected
- Occupancylevelsfordesignatedparking stretches

2. **MonthlyAggregateReporting**

Acomprehensive monthlyreportsummarizingtheabove metricsmustbesubmitted totheBNCCoffice(addressasspecifiedinthemaindocument)nolaterthanthe7th day of the month following the reporting period. The report shall be submitted in both soft and hard copy formats, as prescribed by BNCC.

3. **AdvancePaymentSchedule**

Theinitialadvancepaymentshallbemadewithin15daysofreceiptoftheLetterof Acceptance. Thereafter, all subsequent recurring or phase-wise payments shall be made at least 15 days in advance of the commencement of operations for the respective phase.

Prebidmeetingqueriesformat

Serial Number	Clause	Page Number	ProposedModification/Query

AppendixC:FormofBankGuaranteeforAdvancePayments

(ReferenceSCClause6.4ofContract)(To be stamped in accordance with ApplicableStamp Act, if any)

Ref:_____BankGuarantee:_____Date:_____

DearSir,

InconsiderationofM/s._____(hereinafterreferredasthe“Client”, whichexpressionshall,unlessrepugnanttothecontextormeaningthereofinclude it successors, administrators and assigns) having awarded to M/s._____ (hereinafterreferredtoasthe“ServiceProvider”whichexpressionshallunless repugnanttothecontextormeaningthereof,includeitssuccessors,administrators, executorsandassigns),acontractbyissueofclient’sContractAgreementNo. _____dated_____and the same having been unequivocally accepted by the Service Provider, resulting in a Contract valued atfor _____Contract (hereinafter called the “Contract”)andtheClienthavingagreedtomakeanadvancepaymenttotheService Providerforperformance of the above Contract amounting to(inwordsand figures)asanadvanceagainstBankGuaranteetobefurnishedbytheServiceProvider.

We_____(NameoftheBank)havingitsHeadOfficeat_ _____ (hereinafterreferredtoastheBank),whichexpressionshall,unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Service Provider to the extent of_____ as aforesaid at any time upto _____@_____without any demur, reservation, contest, recourse or protest and/orwithoutanyreferencetotheServiceProvider.Anysuchdemandmadebyth e client on the Bank shall be conclusive and binding notwithstanding any difference betweentheClientandtheServiceProvideroranydisputependingbeforeanyCou rt, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable andshall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bankunder this Guarantee, from time to time to vary the

advance or to extend the time for performance of the contract by the Service Provider.The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to timetheexerciseofanypowersvestedinthemorofanyrightwhichtheymighthave againsttheClientandtoexercisethesameatanytimeinanymanner,andeitherto enforceortoforebeartoenforceanycovenants,containedorimplied,intheContra ct

between the Client and the Service Provider any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its libertywith reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts ofomissionorcommissiononthepartoftheClientoranyotherindulgenceshownby theClientorbyanyothermatterorthingwhatsoeverwhichunderlawwouldbutfor this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee that the Client may have in relation to the Service Provider's liabilities.

Notwithstandinganythingcontainedhereinaboveourliabilityunderthisguarantee is limitedto_____anditshallremaininforceuptoand including _____and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s._ on whose behalf this guarantee has been given.

Datedthis_____dayof_____20_____at _____

WITNESS

(signature) (signature)

(Name) (Name)

(Official Address) Designation(withBankstamp)

AttorneyasperPowerof

AttorneyNo._____Dated _____

Note :The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located inIndia.

AppendixD:EMDDeclarationformat

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer..... (Name of the tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the tenderer..... (Name of the tenderer), also accept the fact that incase of tender is withdrawn or modified during the periodofitsvalidity/extendedvalidityperiodorifwefailedtosignthecontractin casethecontractisawardedtousorwefailtosubmitaPerformanceSecurityand Additional Performance Security, if any, before the deadline fixed in the tender document, then .....
(Name ofthe tenderer) will be debarred forparticipationinthe tenderingprocess for the Procurements of this Procurement Entityfora period of one year from the date of default.

Signature of the Authorized Signatory,

(Official seal)

ApprovedRateCard

Parkingchargestobecollectedshouldnotexceedthebelowmentioned Rates

	Parkingcharges (INR)	
	4-Wheeler	**2-Wheeler**
PerHour	30	15
Fullday	150	75
FullMonth*	3000	1500

*Withamaximumof30%ofslotsgivenasmonthlypass

AppendixF–CertificateofComplianceandUnderstanding

[TobesubmittedontheletterheadoftheTenderer/Bidder]

Date:
To:
Designation:
NameoftheProcuringAuthority:
:Address:

Subject: CertificateofHavingReadandUnderstoodtheClausesSpecifiedintheTender Document

I/We,theundersigned,herebycertifythatI/wehavethoroughlyread,understood,and agree to comply with all the clauses, terms, and conditions mentioned in the Tender Document including those specified in the above RFPNo: EE/H/PR/TEND// 2025- 26
I/We further declare that all the information and documents provided as part of our tender submission are true and accurate to the best of our knowledge and belief

I/Weunderstandthatanydeviationorfalsedeclarationmayleadtodisqualificationor termination of the contract at any stage.

Authorized Signatory:

(Signature)

Name:

Designation

:

Company Name:

Contact Details:

Seal/StampoftheBidd

er

Appendix G:Road Mapping andAllocation of Two-Wheeler and Four-Wheeler Parking Slots

Tank bund Road:

4Wheelers Slots	8
2Wheelers Slots	36
KilometersofRoad	0.52 Km

Taralabalu Road:

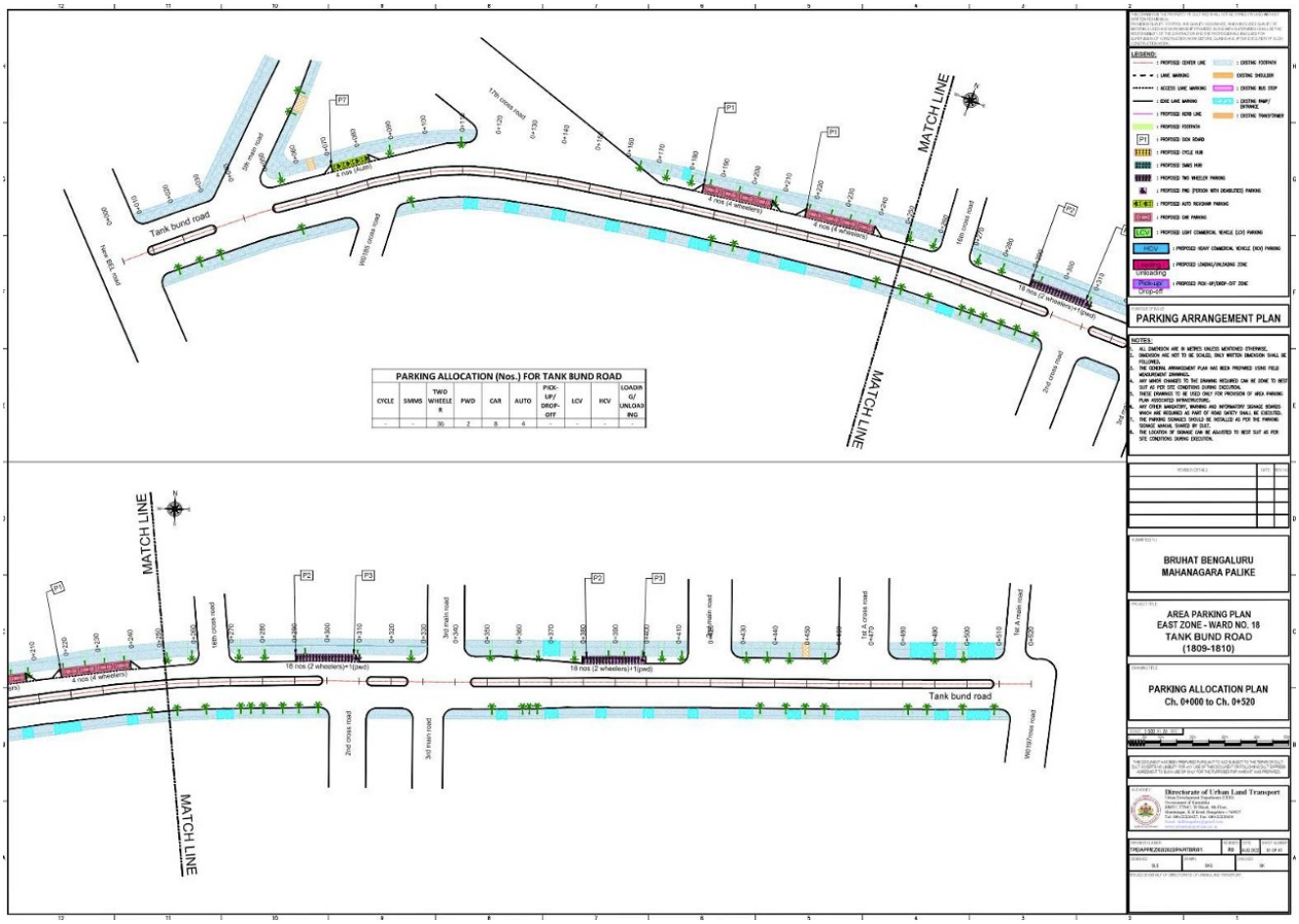
4Wheelers Slots	3
2Wheelers Slots	18
KilometersofRoad	0.49 Km

Bhoopsandra Road:

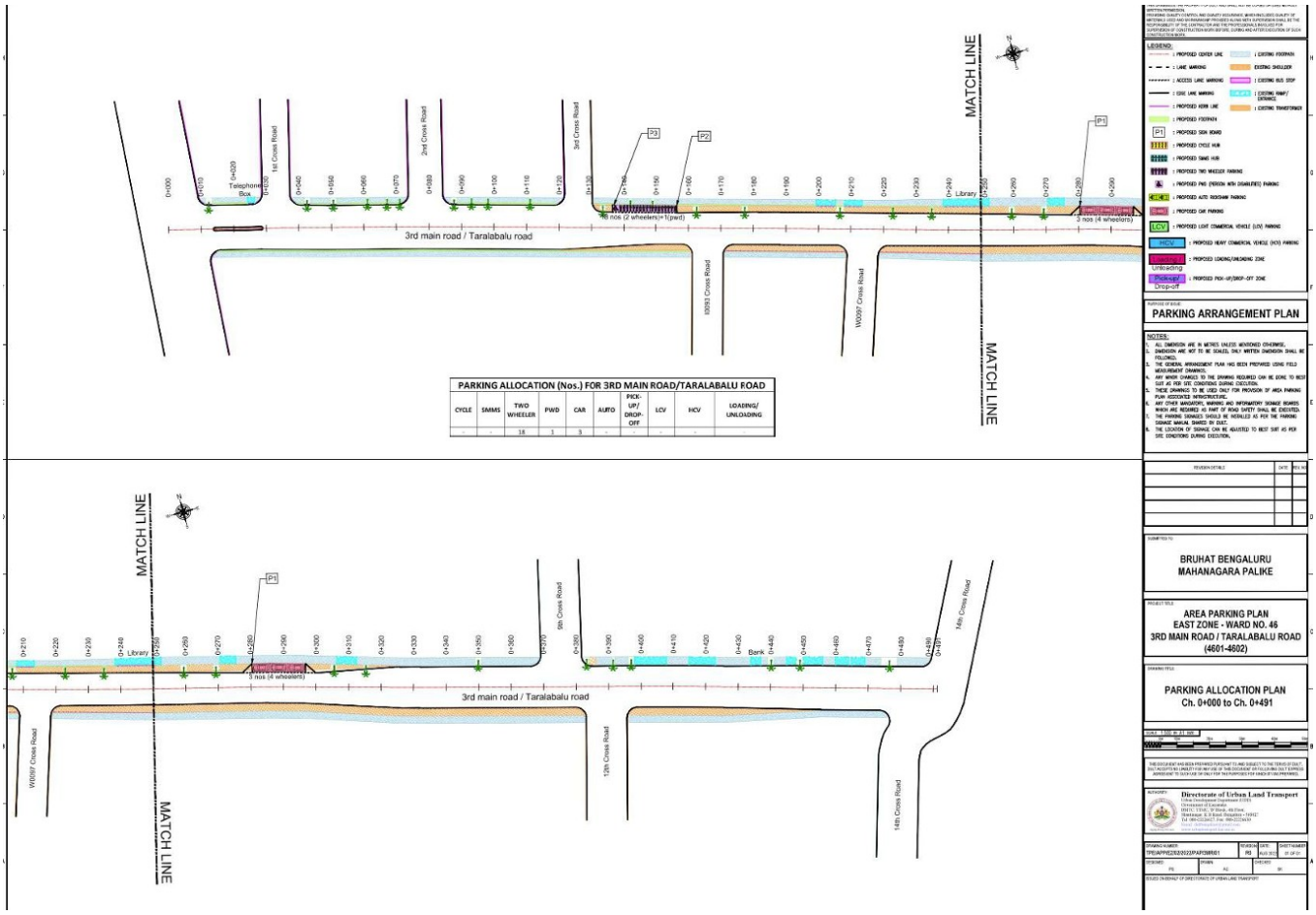
4Wheelers Slots	4
2Wheelers Slots	36
KilometersofRoad	0.56 Km

Note: The following diagrams as being provided as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids. Nothing contained in the images shall be binding on the Bengaluru North City Corporation nor confer any right on the Bidders, and the Bengaluru North City Corporation shall have no liability whatsoever in relation to or arising out of any or all contents of the same.

Tank Bund Road:



Taralabalu Road:



BhoopsandraMain Road:

Bhoopsandra Main Road
MATCH LINE
PARKING ALLOCATION (Nos.) FOR BHOOPSANDRA MAIN ROAD
CYCLE | SMMS | TW3 WHEELER | PWD | CAR | AUTO | PICK-UP/ DROP-OFF | LCV | HCV | LOADING/ UNLOADING
- | - | 36 | 2 | 4 | 4 | - | - | -
PARKING ARRANGEMENT PLAN
BRUHAT BENGALURU MAHANAGARA PALIKE
AREA PARKING PLAN EAST ZONE - WARD NO. 19 BHOOPSANDRA MAIN ROAD
PARKING ALLOCATION PLAN Ch. 0+000 to Ch. 0+560
Directorate of Urban Land Transport